

4575

1 BILL NO. S-79-08-01

2 SPECIAL ORDINANCE NO. S- 155-79

3 AN ORDINANCE approving City Utilities
4 Purchase Order No. 1248 with All Phase
5 Electric for wire for Street Lighting
6 Department.

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
8 INDIANA:

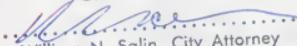
9 SECTION 1. That City Utilities Purchase Order No. 1248, dated
10 July 31, 1979, between the City of Fort Wayne, by and through the City
11 Utilities Purchasing Agent and the Board of Public Works and All Phase
12 Electric, for:

13 48,000 feet of aluminum wire for use in street lighting
14 for perimeter of new Post Office for Street Lighting
15 Department,

16 at a cost of \$5,040.00, all as more particularly set forth in said Purchase
17 Order, which is on file in the Office of the Department of Purchasing and is
18 by reference incorporated herein and made a part hereof, be and the same is
19 in all things ratified, confirmed and approved.

20 SECTION 2. That this Ordinance shall be effective upon passage
21 and approval by the Mayor.

22 
23 Councilman

24
25
26
27
28 APPROVED AS TO
29 FORM & LEGALITY
30 
31 William N. Salin, City Attorney
32

Read the first time in full and on motion by Burns, seconded by J. Schmidt, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19_____, at _____ o'clock M., E.S.T.

DATE: 8-14-79

Charles W. Ulbrum
CITY CLERK

Read the third time in full and on motion by Burns, seconded by J. Schmidt, and duly adopted, placed on its passage.

PASSED ~~(LOST)~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	_____	_____	_____	<u>X</u>	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 8-28-79

Charles W. Ulbrum
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE
(RESOLUTION) No. S-155-79 on the 28th day of August, 19_____.
ATTEST: (SEAL)

Charles W. Ulbrum
CITY CLERK

Winfield C. Mayo Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of August, 19_____, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Ulbrum
CITY CLERK

Approved and signed by me this 4th day of September, 19_____, at the hour of 2 o'clock P. M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-79-08-01

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving City Utilities Purchase Order No. 1248 with All Phase
Electric for wire for Street Lighting Department .

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance do PASS. 

PAUL M. BURNS - CHAIRMAN

SAMUEL J. TALARICO - VICE CHAIRMAN

VIVIAN G. SCHMIDT

DONALD J. SCHMIDT

JAMES S. STER

F-28-75 CONCURRED IN
DATE CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

August 1, 1979

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

City Utilities Purchase Order No. 1248 to All Phase Electric in the amount of \$5040.00 for 48,000 feet of aluminum wire for the City Street Lighting Department has been prepared.

The Board of Works has been advised that this wiring is needed for installing street lighting around the perimeter of the new Post Office. The City is to be reimbursed for the amount of wiring used and the balance of wiring not used will be returned to stock. Since Street Lighting Department has completely depleted its stock on said wiring, a "Prior Approval" is necessary to acquire this wire immediately.

Therefore, Board of Works respectfully requests "Prior Approval" so that this particular lighting project may be completed without delay.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
HENRY P. WEHRENBURG, CHAIRMAN

CITY OF FORT WAYNE

~~Robert~~

ROBERT E. ARMSTRONG, MAYOR

ROBERT E. ARMSTRONG, MAYOR

ep
APPROVED:

MEMBERS OF THE COMMON COUNCIL.

ATTEST:

CHARLES W. WESTERMAN, CLERK

**CITY OF FORT WAYNE
CITY UTILITIES**

DEPARTMENT OF PURCHASES
CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

001248
PURCHASE ORDER NO.

This number must appear on each package, packing slip, invoice, bill of lading, express receipt and correspondence.

DATE July 31, 1979

0224-01

All Phase Electric
4920 Lima Road
Ft. Wayne, Indiana 46808

SHIP TO — 10

City Street Lighting Dept.
1701 South Lafayette Street
Fort Wayne, Indiana 46803

MAIL ALL INVOICES TO —
CITY UTILITIES

GENERAL ACCOUNTING
4th FLOOR CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

INVOICE NO. 001248
CERTIFIED DATE 07-31-1979
INDIANA STATE BOARD OF EDUCATION

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACCT. OR W.O. NO.	UNIT PRICE	TOTAL
48,000		Ft. 1/C #2 THW ALUM WIRE		154.01	
		to be on reels of 1,000 ft. each		105.00/M	\$5,040.00
		12,000 ft. Red			
		12,000 ft. White			
		12,000 ft. Black			
		12,000 ft. Green			
		<i>Approved by</i> <i>Henry P. Wehrberg</i> <i>Edna W. Lamar</i> <i>May G. Scott</i>			
		RUSH RUSH RUSH RUSH			
		Per Quote #0222			
		<u>SUBJECT TO COUNCILMANIC APPROVAL</u>			
		2% 10 Net 30	Freight Allowed		
		F.O.B. S/P	Ship: 1 week		
		RW/01 #79-22			

NOTE: TERMS OF PAYMENT MUST BE CHECKED ON THE PURCHASE ORDER NUMBER 001248.

BY _____

CITY UTILITIES PURCHASING AGENT

SUBJECT TO CONDITIONS ON REVERSE SIDE

FORM U-59

City Utilities

PURCHASE REQUISITION

Date 7-19-79

10

All Phase Electric
4920 Loria Rd.

Please order the following Material for Delivery as Specified:

CITY STREET LIGHTING

1701 S. LAFAYETTE

A 46808

To be delivered to:

Req. No. 79-22

On or before

P. O. No. 1248

50%

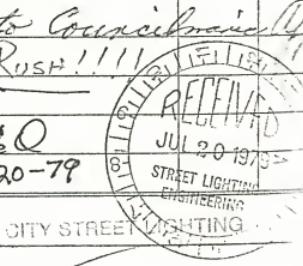
QUANTITY	DESCRIPTION	DIST. NO.	DEPARTMENT ESTIMATED COST
48,000	FT. % # 2, TH W. (ALUM) WIRE	15401	
			\$105.00/m ¹
	To Be cut in 100' lengths, EA.		\$5.00/ea
12,000 FT	1/2" TH. - RED		
12,000 FT	1/2" TH. - WHITE		
12,000 FT	1/2" TH. - BLACK		
12,000 FT	1/2" TH. - GREEN		
270-10 Net 30	Subj. to Councilmanic Approval		
7.0. B. 5/P	RUSH-RUSH RUSH-RUSH!!!!		
Not allowed			
	RECEIVED		
REMARKS:	Per Quote from C&O		
0224-01	Ship 1 week	7-20-79	

I hereby certify that the work or supplies above specified
are necessary for stock or use in this department.

Dept. Head

Department

Charge Light. Water. Sewage.



CITY OF FORT WAYNE
DEPARTMENT OF PURCHASES

One Main Street
Fort Wayne, Indiana 46802

Date July 19, 1979

Request for Quotation No. 0222

To be considered your quotation must be received by 27th M. July 1979

To: All Phase Electric
4920 Lima Road
Ft. Wayne, Indiana 46808

JUL 20 1979

Quantity	Unit		Unit Price	Trade Disc.	Extension
48,000	feet	1/C #2, Wire THW Insulation 12,000 reels Black " " White " " Red " " Green 1000' reels (aluminum)	3.000' (copper) 105.00/11	289 92/11 NET	13,915.20 5,040.00
		1000' REELS ALLOW 1 WEEK 3000' " Allow 3-5 WEEKS			
		WOULD LIKE EACH REEL TO BE 3/M' REELS			
		NEED AS SOON AS POSSIBLE			
		Mark Quotation Envelope, "Quote No. <u>0222</u> Due Date <u>7-27-79</u> "			

Following Must Be Complete

Terms: 2% 10 NET 30 DAYS

F.O.B. - Indicate Which of Following (Check)

Destination: _____

Shipping Point: _____

Freight Allowed:

Shipping Point: _____

Shipping Schedule: SEE ABOVE

Shipping Weight: 252# per 1000'

Signed:

Date: Roger J. Smith
7-26-79

Ruth Winget
Ruth Winget - Buyer

CITY OF FORT WAYNE
DEPARTMENT OF PURCHASES

One Main Street
Fort Wayne, Indiana 46802

Date July 19, 1979

Request for Quotation No. 0222

To be considered your quotation must be received by 27th M. July 1979

To: Graybar Electric
5425 Distribution Drive
Ft. Wayne, Indiana 46825

Quantity	Unit	Item Description	Unit Price	Trade Disc.	Extensic
48,000	feet	1/C #2, Wire THW Insulation. (copper) 12,000 reels Black " " White " " Red " " Green (aluminum) 3000' reels Material will be on 3000' reels. Above prices valid for order placement prior to 8-3-79	284.10 M	2% prox. net 30	13,636.80 5,625.6
		WOULD LIKE EACH REEL TO BE 3/M ¹ REELS NEED AS SOON AS POSSIBLE	\$17.20/M ¹	delv. late August Price at time of shipment based on metal escalator.	
		Mark Quotation Envelope, "Quote No. <u>0222</u> Due Date <u>7-27-79</u> "			

Following Must Be Complete

Terms: 2% prox. Net 30.

F.O.B. - Indicate Which of Following (Check)

Destination: _____

Shipping Point _____
Freight Allowed: X

Shipping Point: _____

Shipping Schedule: 2 WKS. ARO

Shipping Weight: 12,336 #

Signed: X DON BASHAM

Date: July 25, 1979

Ruth Winget
Ruth Winget - Buyer



QUOTATION

GraybaR

ELECTRIC COMPANY, INC.

P.O. BOX 598
FORT WAYNE, IN 46805WHEN ORDERING July 25, 1979
PLEASE MENTION (DATE - REFERENCE)
YOUR REFERENCE Quote 0222

City of Fort Wayne
Department of Purchases
One Main Street
Fort Wayne, IN 46802
Attn: Ruth Winget, Buyer

SALESMAN Lee Taylor
TELEPHONE 484-7751

SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS QUOTATION

We are pleased to quote the following:

TERMS AND CONDITIONS OF SALE

1. PRICES—Prices quoted herein are subject to change without notice, unless otherwise noted. In any event, this quotation is subject to acceptance within thirty (30) days from date of issue. Any change in quantities, partial release or destination may incur a price adjustment.

2. DELAY IN PAYMENT—If payment of Seller's invoice is made after the net due date, Seller reserves the right to render an additional invoice to cover any additional charges for the extra time taken.

3. TAXES—Prices shown do not include any sales, excise or other government charge payable by Seller to Federal, State or local authority. Any such taxes now or hereafter imposed upon sales or shipments will be added to purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate.

4. ACCEPTANCE OF ORDER; TERMINATION—Acceptance of any order is subject to credit approval and acceptance of order by Seller and his suppliers. If Buyer fails to comply with these terms and conditions of sale or if Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.

5. CANCELLATIONS BY BUYER—Cancellations by Buyer shall be by mutual agreement in writing, based on any adjustment necessary to cover labor expended, material procured, and reasonable overhead expenses applicable thereto.

6. DELAY IN DELIVERY—Seller is not to be accountable for delays in delivery if caused by any legislative, administrative or executive law, order or requisition of the Federal Government or any State or Municipal Government or any subdivision, department, agency, officer or official thereof, or if caused by, but not limited to, strike, fire, floods, accidents, delays of carrier, inability to obtain suitable and sufficient labor, and necessary supplies of raw materials or other unavoidable contingencies beyond the Seller's control. Factory shipment or delivery dates are the best estimates of our suppliers. In no case shall Seller be liable for any consequential or special damages arising from any delay in delivery.

7. LABOR CHARGES—Seller shall not be held liable for any labor charges other than those agreed upon in advance between the manufacturer and Buyer of the products covered by this quotation.

8. BUYER'S REQUIREMENTS—Material and equipment included in this quotation are based on Seller's interpretation of Buyer's requirements and are subject to verification by Buyer or his representative. This quotation does not include accessory equipment unless such items are listed on reverse side.

9. WARRANTIES—All materials included in this quotation are warranted only to the extent of manufacturer's warranty. This warranty will be furnished on written request.

10. BUYER'S REMEDIES—Buyer's remedies for any defects in the materials covered by this quotation are subject to any limitations contained in manufacturer's terms and conditions to Seller. A copy of such terms and conditions will be furnished upon written request. In any event, Seller shall not be liable for claims (based upon breach of express or implied warranties or negligence) for consequential or special damages or for any expenses incurred by reason of the use, sale or fabrication of the materials covered by this quotation which are found to be defective. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Finally, no material may be returned to Seller without the written consent of Seller.

11. WAIVER—The failure of Seller or Buyer to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.

12. MODIFICATION OF TERMS AND CONDITIONS—No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, whether contained in Buyer's purchase or shipping release forms, or elsewhere, shall be binding on Seller without Seller's written consent. If the conditions of this quotation which prevail over any inconsistent terms of Buyer's purchase order are not acceptable to Buyer, he must so notify Seller in writing at once.

CITY OF FORT WAYNE
DEPARTMENT OF PURCHASES

One Main Street
Fort Wayne, Indiana 46802

AB. 20 1979

Date July 19, 1979

Request for Quotation No. 0222

To be considered your quotation must be received by 27th M. July 1979

To: Westinghouse Electric
125 E. Murray Street
Ft. Wayne, Indiana 46803

Quantity	Unit		Unit Price	Trade Disc.	Extension
48,000	feet	1/C #2, Wire THW Insulation (copper)	283 ²⁰ /m	N	13617.60
		12,000 reels Black			
		" " White			
		" " Red			
		" " Green			
		(aluminum) No answer 7/31/79 RWD			
		WOULD LIKE EACH REEL TO BE 3/M ² REELS			
		NEED AS SOON AS POSSIBLE			
		Mark Quotation Envelope, "Quote No. <u>0222</u> Due Date <u>7-27-79</u> "			

Following Must Be Complete

Terms: 2% if paid by 10/15

F.O.B. - Indicate Which of Following (Check)

Destination: ✓

Shipping Point ✓

Freight Allowed: ✓

Shipping Point:

Shipping Schedule: 2-3 wks

Shipping Weight: 14,600 lbs

Westinghouse Electric Supply
Signed: R. Winger
Date: 7/22/79

Ruth Winger
Ruth Winger - Buyer

CITY OF FORT WAYNE
DEPARTMENT OF PURCHASES

One Main Street
Fort Wayne, Indiana 46802

JUL 20 1979

Date July 19, 1979

Request for Quotation No. 0222

To be considered your quotation must be received by 27th M. July 1979

To: Kiemble-Hawkins Co.
P.O. Box 423
Defiance, Ohio 43512

Quantity	Unit		Unit Price	Trade Disc.	Extension
48,000	feet	1/C #2, Wire THW Insulation		.31	net \$14,880.00
		12,000 reels Black			
		" " White			
		" " Red			
		" " Green			
		WOULD LIKE EACH REEL TO BE 3/M ¹ REELS			
		NEED AS SOON AS POSSIBLE			
		Mark Quotation Envelope, "Quote No. <u>0222</u> Due Date <u>7-27-79</u> "			

Following Must Be Complete

Terms: 2% 10/30, net 30

F.O.B. -- Indicate Which of Following (Check)

Destination: _____

Shipping Point _____

Freight Allowed:

Shipping Point: _____

Shipping Schedule: 2-3 weeks

Shipping Weight: _____

Signed: John F. Drew
Date: July 25, 1979

Ruth Winget
Ruth Winget - Buyer

CITY OF FORT WAYNE
DEPARTMENT OF PURCHASES

One Main Street
Fort Wayne, Indiana 46802

Date July 19, 1979

Request for Quotation No. 0222

To be considered your quotation must be received by 27th M. July 1979

To: General Electric Supply
5311 Distribution Drive
Ft. Wayne, Indiana 46825

JUL 27 1979

Quantity	Unit	Item Description	Unit Price	Trade Disc.	Extension
48,000	feet	1/C #2, Wire THW Insulation (alum.)	\$120.00 per M	NON XBX	\$5760.00
		12,000 feet			
		" " Black			
		" " White			
		" " Red			
		" " Green			
WOULD LIKE EACH REEL TO BE 3/M ¹ REELS					
NEED AS SOON AS POSSIBLE					
Mark Quotation Envelope, "Quote No. <u>0222</u> Due Date <u>7-27-79</u> "					

Following Must Be Complete

Terms: 2% 10 Net 11th

F.O.B. - Indicate Which of Following (Check)

Destination: _____

Shipping Point

Freight Allowed: xx

Shipping Point: _____

Shipping Schedule: October 1979

Shipping Weight: _____

Harold Van Voorst
Signed: Harold Van Voorst
Date: July 25, 1979

Ruth Winget
Ruth Winget - Buyer

QUOTATION



REYNOLDS METALS COMPANY
Electrical Division
1699 East Woodfield Road
Schaumburg, Illinois 60195

TO: City of Fort Wayne
One Main Street
Fort Wayne, Indiana 46802
ATTN: Ms. Ruth Winget - Dept. of Purchases

DATE: July 24, 1979
SUBJECT: YOUR INQUIRY

0222
REYNOLDS REF. NO.:

Gentlemen:

We are pleased to submit our quotation on your recent requirement as follows:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE
01.	600v THW AL. 1/C #2AWG 7W *We respectfully decline to quote on this as it is not feasable at this time.	48KFT item	*N/Q

THIS QUOTATION IS SUBJECT TO CHANGE OR CANCELLATION AT ANY TIME WITHOUT NOTICE
AND SHOULD THEREFORE BE RECONFIRMED PRIOR TO PLACEMENT OF ORDER.

PACKING:

ESTIMATED SHIPMENT AFTER RECEIPT OF ORDER:

PAYMENT TERMS (SUBJECT TO APPROVAL OF TREASURER):

DELIVERY TERMS (SEE PARA. 10 REVERSE SIDE):

END USE:

TERMS AND CONDITIONS PRINTED ON
REVERSE SIDE OF THIS SHEET, AND
ANY ATTACHMENT HERETO, CONSI-
TUTE A PART OF THIS PROPOSAL.

F. J. Dixon Frank J. Dixon/njs
Should you have any questions concerning this quotation please contact us.

QUOTATION TERMS AND CONDITIONS

1. **ACCEPTANCE:** No order submitted pursuant to this proposal will be binding on us unless accepted in writing by the execution and delivery of our formal acknowledgment form. 2. **ERRORS:** Any errors incorporated in or appearing on this proposal are subject to correction. 3. **MANUFACTURING TOLERANCES:** Unless otherwise indicated price data covers only material subject to Seller's standard manufacturing limits as to sizes, tolerance, finish and properties. 4. **REVISION OF TERMS:** None of our sales representatives have authority to modify, rescind, or revise any of these terms or any of the terms appearing on our Standard Sales Acknowledgment Form. Any waiver or revision of such terms to be effective must be in writing and signed by an officer of Seller. 5. **CHANGE IN PRICES:** The prices quoted herein are based upon existing conditions and are subject to change at any time at our discretion prior to acceptance of orders and thereafter as provided in our Sales Acknowledgment Form. 6. **TERMS OF SALE:** Our Acknowledgment Form bears the Terms and Conditions appearing below and your order will be considered submitted with the understanding that these Terms and Conditions will apply if your order is accepted.

ACKNOWLEDGMENT TERMS AND CONDITIONS

1. **PRICE, TAXES:** THE PRICES OF THE PRODUCTS SPECIFIED HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE TO PRICES IN EFFECT AT THE TIME OF EACH SHIPMENT. In addition to the prices specified herein, the amount of any present or future tax applicable to the sale, purchase, manufacture, delivery, use, handling or consumption of products or services hereunder shall be paid by the BUYER.

2. **DELAYS, ALLOCATION:** SELLER shall not be liable for any failure or delay in delivery due in whole or in part to fires, floods, accidents, riots, demonstrations, acts of God, declared or undeclared war, strikes or other labor difficulties, shortage or unavailability of fuel, power, raw materials or supplies, production breakdowns, delay or failure of usual sources of transportation, requirements or requests of any government or subdivision thereof or acts, demands, orders or interpositions of any government or any subdivision thereof or agent thereof which makes performance commercially impracticable or any other cause beyond SELLER'S control. Under any such circumstances SELLER shall have such additional time within which to perform this contract as may be reasonably necessary and may, without liability for any failure to perform the contract, allocate its available supply among any or all BUYERS, including subsidiaries, affiliates and departments of SELLER, in such a manner as SELLER, in its sole discretion, may select. SELLER SHALL NOT BE LIABLE IN ANY EVENT FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR FAILURE OR DELAY IN PERFORMANCE OR DELIVERY DUE TO ANY CAUSE WHATSOEVER.

3. **WARRANTY:** SELLER warrants that all products sold hereunder shall be free from defects in material and workmanship and shall conform to the description and specifications on the face hereof. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING THAT OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT FOR APPLICABLE PRODUCT WARRANTIES PUBLISHED AND SO DESIGNATED BY SELLER. BUYER shall notify SELLER immediately of any defective product or products not meeting specifications. SELLER will be given a reasonable opportunity to inspect the goods prior to return. No product may be returned by BUYER until after receipt by BUYER of written shipping instructions. BUYER'S REMEDY AND SELLER'S LIABILITY SHALL BE LIMITED SOLELY TO REPLACEMENT AT ORIGINAL POINT OF DELIVERY, REPAIR OF, OR REFUNDING THE PURCHASE PRICE OF ANY DEFECTIVE PRODUCT OR PRODUCTS NOT MEETING SPECIFICATIONS, AT SELLER'S OPTION. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES FOR BREACH OF WARRANTY OR FOR NEGLIGENCE, ANY COURSE OF DEALING BETWEEN THE PARTIES TO THE CONTRARY NOTWITHSTANDING, ANY CLAIM FOR BREACH OF WARRANTY OR NEGLIGENCE, FAILURE OR DELAY IN DELIVERY OR OTHERWISE SHALL BE DEEMED WAIVED BY BUYER UNLESS PRESENTED IN WRITING TO SELLER WITHIN SIXTY (60) DAYS FROM DATE OF DELIVERY UNLESS MODIFIED BY THE GENERAL PRICE DATA TERMS FOR THE APPLICABLE PRODUCT.

4. **CREDITS, PAYMENT TERMS:** Initial terms of payment shall be as set forth on the face hereof. Remittances shall be as directed by SELLER. BUYER agrees that payment to a bank or depositary designated by SELLER shall not constitute payment in full or a final settlement of BUYER'S account until accepted as such by SELLER notwithstanding any language to the contrary on BUYER'S check, draft or other order. The maximum lawful service charges are applicable to unpaid invoices from the due dates thereof. BUYER agrees to pay SELLER'S cost of collection, if any, on overdue invoices, including reasonable attorney's fees, if the financial responsibility of BUYER is unsatisfactory to SELLER'S Credit Department, becomes impaired, or if BUYER fails to make any payment in accordance with the terms of this contract, SELLER may at its sole option defer or decline to make any shipments hereunder except upon receipt of security satisfactory to SELLER or cash payment in advance of delivery, or SELLER may terminate this contract, in which event all remaining unpaid amounts arising from this, as well as any other contracts will immediately become due and payable.

5. **TITLE, RISK OF LOSS:** Title to products produced and shipped hereunder and risk of loss shall remain in SELLER until delivery is made in accordance with Paragraph 10 herein. If products are held or stored by SELLER at the request of BUYER, title shall transfer to BUYER upon SELLER'S receipt of payment of invoice. If BUYER'S credit at any time becomes unsatisfactory to SELLER as provided in Paragraph 4 hereof and SELLER declines to make shipments except upon receipt of satisfactory security or cash payments in advance, title to the products shall not transfer to BUYER until such security or cash payments are received by SELLER. The same shall apply to SELLER'S invoice for raw materials or goods in process which SELLER elects to sell pursuant to Paragraph 13 herein.

6. **PATENTS, TRADEMARKS, COPYRIGHTS:** If any product shall be manufactured or sold by SELLER to meet BUYER'S specifications or requirements and is not a part of SELLER'S standard line offered to the trade in the usual course of business, BUYER agrees to indemnify and save harmless SELLER against all damages, claims or demands for actual or alleged infringement of any United States or foreign patent, trademark or copyright and to defend any suits or actions which may be brought against SELLER for any alleged infringement because of the manufacture or sale of any such product.

7. **ADVICE BY SELLER:** The giving or failure to give technical advice or other recommendations of any character by SELLER shall not impose any liability upon SELLER nor grant to BUYER any license to the use of any of SELLER'S patents, trademarks or trade names.

8. **SHIPPING TOLERANCES:** The total order and each delivery hereunder shall be subject to SELLER'S published shipping tolerances in effect at times of delivery. If the products covered hereunder are not listed in SELLER'S publications, then the total order and each delivery shall be subject to a shipping tolerance of plus or minus 10%.

9. **EQUIPMENT:** Any equipment (including dies, tools, printing plates or cylinders, etc.) which SELLER constructs or acquires solely for use in the production of products ordered hereunder shall be and remain SELLER'S property and in SELLER'S sole possession and control. Any charges made by SELLER therefor shall be only for the use of such equipment and shall confer on BUYER no right of any kind with respect to such equipment. When SELLER has not made shipments to BUYER for products to be made with such equipment for a period of one year, then after 30 days written notice to BUYER, SELLER may make such disposition of the equipment as it considers appropriate. Until the expiration of any such one year period, SELLER shall keep such equipment available for the production of products by SELLER for BUYER.

10. **DELIVERY TERMS:** Delivery Terms, as stated on the front hereof, are defined as follows:

10.1 **F.O.B. DESTINATION:** SELLER will bear transportation charges to the SHIP TO location served by common carrier where BUYER or his designee takes custody of the products, when custody is taken at a point within the United States, excluding Alaska and Hawaii. If SELLER permits BUYER to designate route, method or agency (common carrier only) of transportation, BUYER will be invoiced for the difference between the transportation charges incurred by SELLER and an amount determined by multiplying the quantity shipped by the lowest F.O.B. rate, whether carload or truckload. No transportation allowance will be made for BUYER pickup at any point.

10.2 **F.O.B. SHIPPING POINT:** BUYER will bear all transportation charges, and his or his designee will take custody of the products at the SHIPPING POINT.

10.3 **OTHER DELIVERY TERMS:** are as stated on the face hereof and as further defined in SELLER'S price catalog.

10.4 **ALL DELIVERY TERMS ARE SUBJECT TO CHANGE WITHOUT NOTICE TO THOSE IN EFFECT AT THE TIME OF SHIPMENT.**

11. **EARLY SHIPMENT:** SELLER reserves the right to ship up to 14 calendar days prior to the Estimated Shipping Schedule.

12. **DEFERRED SHIPMENT:** BUYER may defer the shipment of products for a term agreed to by both parties in writing if such agreement is reached prior to scheduled shipment. Products held shall be invoiced immediately and shall carry a storage charge to be billed monthly. BUYER assumes all risks of product deterioration that might occur beyond 30 days from the originally-scheduled shipping date. Upon advance written notice to SELLER, BUYER may inspect any held material within 10 days of receipt of invoice. FAILURE TO INSPECT SHALL CONSTITUTE A WAIVER OF ANY RIGHT TO DEFER SHIPMENTS AT A LATER DATE ON THE BASIS OF PRODUCT DETERIORATION.

13. **CANCELLATION:** Upon acceptance of a written cancellation notice from BUYER, SELLER will cancel the order as instructed; however, SELLER shall have the right to continue the processing of the material's or article to the point at which the processing can be halted with the least inconvenience to SELLER under the circumstances. Cancellation charges shall be invoiced to the BUYER.

14. **WAIVERS:** No waiver by SELLER of any breach of any provisions hereof shall constitute a waiver of any other breach or of such provision. SELLER'S failure to object to provisions contained in any communication from BUYER shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this contract.

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PURCHASING DEPT.

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TITLE OF ORDINANCE SPECIAL ORDINANCE - CITY UTILITIES PURCHASE ORDER NO. 1248 - \$5040.00

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

2-79-08-01

SYNOPSIS OF ORDINANCE CITY UTILITIES PURCHASE ORDER NO. 1248 IN AMOUNT OF \$5040.00 FOR

48,000 FEET OF ALUMINUM WIRE FOR USE IN STREET LIGHTING FOR PERIMETER OF NEW POST
OFFICE.

(PURCHASE ORDER ATTACHED)

PRIOR APPROVAL REQUESTED, A COPY OF WHICH IS ATTACHED HERETO

EFFECT OF PASSAGE INSTALLATION OF STREET LIGHTING AROUND NEW POST OFFICE

EFFECT OF NON-PASSAGE INABILITY TO PROCEED WITH INSTALLATION OF STREET LIGHTING
WHERE NEEDED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$5040.00 FROM CITY UTILITIES

ASSIGNED TO COMMITTEE Finance City Utilities